

IN THE CIRCUIT COURT OF THE THIRTEENTH
JUDICIAL CIRCUIT, IN AND FOR HILLSBOROUGH
COUNTY, FLORIDA

734 AGRICULTURE, LLC, a Delaware limited
liability company, RCF 2014 LEGACY LLC, a
Delaware limited liability company, DELTA
OFFSHORE MASTER II, LTD., a Cayman
Islands exempted company, and REMY W.
TRAFELET, an individual,

Plaintiffs,

v.

Case No. 18-CA-011294
Division: L

GEORGE R. BROKAW, an individual, HENRY
R. SLACK, an individual, W. ANDREW
KRUSEN JR., an individual, GREG EISNER, an
individual, BENJAMIN D. FISHMAN, an
individual, and ALICO, INC., a Florida
corporation,

Defendants.

VERIFIED AMENDED COMPLAINT

Plaintiffs, 734 AGRICULTURE, LLC, a Delaware limited liability company, RCF 2014 LEGACY LLC, a Delaware limited liability company, DELTA OFFSHORE MASTER II, LTD., a Cayman Islands exempted company, and REMY W. TRAFELET, an individual, sue GEORGE R. BROKAW, an individual, HENRY R. SLACK, an individual, W. ANDREW KRUSEN JR., an individual, GREG EISNER, an individual, BENJAMIN D. FISHMAN, an individual (the “Director Defendants”), and ALICO, INC., a Florida corporation, and state as follows:

1. This is an action by the majority shareholders of a publicly-traded, Florida-based agribusiness and land management company, Alico, Inc. (“Alico” or the “Company”), seeking to enforce the vote of a majority of Alico’s shareholders via an Action by Written Consent (the

“Shareholder Vote”). Several individual Alico directors have obstructed the Shareholder Vote in an unlawful effort to entrench themselves on the Alico Board and retaliate against Plaintiffs for exercising their rights as shareholders under Florida law.

2. Indeed, there is nothing more sacrosanct in the canon of corporate law than shareholder enfranchisement. The fundamental principle of corporate governance is that the board of directors is responsible for the day-to-day management of the corporation, but the shareholders have the right to elect and remove the directors.

3. Under Florida law, the shareholders’ right to vote for, or remove, directors is not limited to the corporation’s annual meeting. Unless a corporation’s articles of incorporation provide otherwise, shareholders may vote on corporate matters via written consent, without a meeting and without notice, provided that they have the requisite votes to take the action contemplated. Actions that shareholders may take by a majority vote via written consent include, as directly at issue here, removing a corporation’s directors, and the majority of shareholders may take such action to remove directors both with or without cause.

4. Plaintiff Traftlet is the Company’s President and Chief Executive Officer, serves as a director on the Company’s Board, and is the Company’s largest shareholder. Plaintiffs (“Plaintiffs” or the “Majority Shareholders”) control more than a majority—56%—of Alico’s outstanding shares. As a result, the Majority Shareholders have the absolute right, and the power, to elect and remove the directors of the Company. In accordance with the procedure provided for this purpose in Alico’s bylaws, and as contemplated by Florida law, on November 11, 2018, the Majority Shareholders delivered the Shareholder Vote to Alico’s Corporate Secretary.

5. The Shareholder Vote was taken to, among other things: reduce the size of Alico’s Board from seven directors to five, remove the four of the Director Defendants (Messrs.

Brokaw, Slack, Krusen, and Fishman) from their positions as directors, and fill the two empty seats created as a result with two new highly qualified, experienced, and independent directors.

6. The Majority Shareholders executed their statutory rights via the Shareholder Vote to right-size the Company's Board and to provide an improved and independent governance framework for the Board. The Majority Shareholders want the Alico Board to be able to act more decisively, more quickly, and more efficiently. The Shareholder Vote is necessary because the Director Defendants, who by law are required to represent all of the shareholders, are in fact affiliated with specific investor constituencies and at times have been more focused on those constituencies than the Company or have been distracted by the particular concerns of those constituencies. (Like the four removed Director Defendants, Defendant Fishman is affiliated with a specific investor constituency and at times has been more focused on that constituency and distracted by the particular concerns of that constituency. Unlike the four removed Director Defendants, however, Defendant Fishman sits on the Board as a result of a bargained-for contractual right and cannot be removed; similarly, Plaintiff 734 Agriculture's voting rights are also a result of a bargained-for contractual exchange.)

7. The Board also was too large for a company of Alico's size and laden with unnecessary and expensive executive positions and an unnecessary Executive Committee, a point on which Defendant Fishman had always agreed.

8. Instead of respecting the will of the Majority Shareholders, Defendants took numerous actions to deprive the Majority Shareholders of their voting rights, including by manufacturing a conflicted "ad hoc committee" that was supposedly going to evaluate the Shareholder Vote, even though no such evaluation was needed in this case. On information and belief, the Director Defendants created the "ad hoc committee" to provide cover for their true

plan, which was to deprive Plaintiffs of their voting rights as Alico's Majority Shareholders and undermine corporate democracy at Alico. And the Director Defendants purported to indemnify themselves for this wrongdoing, using Company assets.

9. Through this bad faith scheming, the Director Defendants have attempted a boardroom coup. They have leveled false accusations at Plaintiffs and used those accusations to justify unlawful Board resolutions rejecting the Shareholder Vote, thereby keeping themselves in the Board seats from which the Shareholder Vote removed them. They have also caused Defendant Alico to start a process to remove Mr. Trafelet as Alico's CEO. As a result of these unlawful Board resolutions, Alico publicly announced the commencement proceedings to terminate Mr. Trafelet as Alico's President and CEO, even though the Director Defendants provided no basis for this action in their resolutions.

10. Mr. Trafelet has done *nothing* that could justify his removal as Alico's President and CEO and in fact has transformed Alico through a restructuring program that significantly increased the Company's return potential. The Company's share price is up over 20% from the time Mr. Trafelet assumed his role as Alico's President and CEO. Until he was abruptly and unjustifiably placed on administrative leave, Mr. Trafelet was also in the process of working with the State of Florida on a deal that would allow the State to flood Alico's private property with algae bloom discharge from Lake Okeechobee, as part of an effort by Alico to help the State combat red tides. In the face of these accomplishments, it is no small wonder that the Director Defendants have not provided Mr. Trafelet notice of exactly what he did wrong, in direct contradiction to his employment contract.

11. The Director Defendants did not limit their retaliation campaign to Alico. They also deployed their false fairytale in aid of an unlawful attempt to strip Plaintiff 734 Agriculture,

LLC (“734 Agriculture”) of its sole and exclusive contractual right to vote the Alico shares owned by 734 Investors, LLC (“734 Investors”), a Delaware limited liability company whose sole asset is Alico shares. This coordinated attack on Plaintiffs was also driven by the Director Defendants, acting through their affiliates and working with conflicted legal counsel, and resulted in a “written consent” purporting to oust Plaintiff 734 Agriculture from its role as Managing Member of 734 Investors *on the very same day* that the Director Defendants caused Alico to commence a process to terminate Mr. Trafelet as Alico’s CEO. The unlawful actions Defendants took to purportedly remove Plaintiff 734 Agriculture as Managing Member of 734 Investors are the subject of separate consolidated actions in the Delaware Court of Chancery, as the operating agreement at issue in those actions is governed by Delaware law and designates Delaware as the forum.

12. After their removal and after the Shareholder Vote was taken, the most the Director Defendants lawfully could have done is set a record date for the Shareholder Vote, but even the Defendant Directors’ claimed need to do that, in these circumstances, conflicts with Florida statutory law. But instead of completing the ministerial task of looking at a calendar and setting a record date, the Director Defendants have refused to follow the direction of the Shareholder Vote, their obligations under Alico’s bylaws, and their obligations as fiduciaries of a Florida corporation because they disagree with the Majority Shareholders’ view that four of them should no longer serve on the Board. All of the Director Defendants’ self-interested actions were taken in an effort to undermine corporate democracy for the obvious purpose of entrenching their own board seats, and in the case of Defendant Fishman, grabbing executive power at Alico he is ill-equipped to exercise. Through their actions, The Director Defendants have unlawfully

substituted their own self-interested judgment for that of the shareholders they serve. The Director Defendants have no good faith basis for embarking down the path they have taken.

13. By this action, Plaintiffs seek a declaratory judgment recognizing the Majority Shareholders' vote for the Director Defendants' removal as Company directors and nullifying those actions the Director Defendants have taken to try and forestall their removal from Alico's Board, including without limitation the Director Defendants' resolutions to reject the Shareholder Vote and to cause Alico to begin proceedings to terminate Mr. Trafelet as CEO. There is an immediate and bona fide adverse interest between the parties concerning the right of Plaintiffs to control the Company's governance structure via the Shareholder Vote, and Plaintiffs are entitled to have the doubt, created by the Director Defendants' untoward and unlawful tactics, removed.

THE PARTIES

14. Plaintiff 734 Agriculture, LLC ("734 Agriculture") is a Delaware limited liability company with its principal place of business in New York. 734 Agriculture is the Managing Member of 734 Investors, LLC ("734 Investors"), also a Delaware limited liability company with its principal place of business in New York. 734 Investors holds a 42.7% interest in Alico. 734 Agriculture serves as 734 Investors' manager and controls 734 Investors' shareholder vote.

15. Plaintiff RCF 2014 Legacy LLC is a Delaware limited liability company with its principal place of business in New York and holds a 4.7% interest in Alico.

16. Plaintiff Delta Offshore Master II, Ltd. is a Cayman Islands exempted company with its principal place of business in New York and holds a 3.6% interest in Alico.

17. Plaintiff Remy W. Trafelet is an individual residing in the State of New York. Mr. Trafelet holds a 5.0% interest in Alico and brings this action in his capacity as an Alico

shareholder. Mr. Trafelet is also the President and Chief Executive Officer of Alico and sits on Alico's Board. In addition, Mr. Trafelet is manager of 734 Agriculture. As a result, Mr. Trafelet controls, via 734 Agriculture, the voting power of 734 Investors' 42.7% interest in Alico. Mr. Trafelet is the largest beneficial owner of Alico shares.

18. Defendant George R. Brokaw is an individual residing in the State of New York, named here in his capacity as a director removed from Alico's Board as a result of the Shareholder Vote.

19. Defendant Henry R. Slack is an individual residing in the State of New Jersey, named here in his capacity as a director removed from Alico's Board as a result of the Shareholder Vote.

20. Defendant W. Andrew Krusen, Jr. is an individual residing in the State of Florida, City of Tampa, named here in his capacity as a director removed from Alico's Board as a result of the Shareholder Vote.

21. Defendant Greg Eisner is an individual residing in the State of New York, named here in his capacity as a director removed from Alico's Board as a result of the Shareholder Vote.

22. Defendant Benjamin Fishman is an individual residing in the State of New York, named here in his capacity as a director of Alico's Board.

23. Defendant Alico, Inc., is a NASDAQ-traded Florida corporation with its headquarters located in Lee County, Florida. Alico is named as a Defendant because the Director Defendants have caused it to act unlawfully.

24. Non-party Joseph Sambuco is a director of Alico's Board and is the only truly independent member of the Board.

JURISDICTION AND VENUE

25. This Court has jurisdiction over this declaratory judgment action pursuant to Florida Statute § 86.011.

26. This Court has personal jurisdiction over the Director Defendants pursuant to Florida Statute § 48.193(1)(a) because the Director Defendants served as board members of Alico and thereby operated and conducted business in Florida.

27. This Court has personal jurisdiction over Defendant Alico because it is incorporated and has its headquarters in Florida.

28. Venue is proper in Hillsborough County pursuant to Florida Statute § 47.011 because Defendant Krusen resides in Tampa, Florida.

FACTUAL ALLEGATIONS

A. The Company

29. Alico is the largest citrus producer in the United States and is headquartered in Lee County, Florida.

30. In January 2017, in response to a bloated and inefficient cost structure, as well as hundreds of millions of dollars of non-performing assets, Alico embarked on an aggressive restructuring program to improve its operational efficiencies and optimize its return on capital employed. Around the same time, Mr. Trafelet stepped up and assumed the responsibility of being Alico's President and CEO. The restructuring program, called the "Alico 2.0 Modernization Program," has been and continues to be steered by Mr. Trafelet in his capacity as Alico's CEO.

31. Alico 2.0, implemented under Mr. Trafelet's stewardship, has been tremendously successful, as Defendants have acknowledged repeatedly both in public and in private, and has

transformed Alico into a more competitive and more sustainable company. The program transformed three legacy businesses into a single efficient enterprise and explored every aspect of Alico's citrus and ranch operations, including corporate and operational cost structures, grove costs, purchasing and procurement, non-performing and under-performing assets, professional fees, and human resources efficiency.

32. Alico 2.0 has included significant asset divestitures, the shutdown of businesses that were not profitable, the achievement of consistent and uniform field staffing and citrus grove operations, significant reduction in administrative expenses, and automation and simplification of administrative tasks through information technology investments. All of these changes will help Alico prosper as an important Florida corporation. The program has also included management changes, including bringing on a new president for a significant Alico subsidiary. Alico 2.0 also notably helped to mitigate a drop in share price following Hurricane Irma's devastation of Florida's citrus crops in the fall of 2017.

33. Alico 2.0's aggressive restructuring and cost-cutting measures have touched nearly every aspect of the Company except, until recently, the structure of the Company's Board.

B. The Relationship Among The Majority Shareholders, The Director Defendants, And Alico

34. 734 Investors was formed in November 2013 for purposes of making securities investments on behalf of its members. It is Alico's largest shareholder.

35. As noted above, 734 Investors is managed by 734 Agriculture. Under the terms of 734 Investors' Operating Agreement, 734 Agriculture has the sole authority to exercise the powers of 734 Investors and manage its business and affairs. This authority is reflected in Section 2.01 of the 734 Investors Operating Agreement and expressly includes, without limitation, exercising "voting rights in respect of [Alico]."

36. Mr. Trafelet, by virtue of his role as manager of 734 Agriculture, is the individual with the decision making authority concerning whether, and how, 734 Investors votes its shares in Alico. This allocation of sole authority to Mr. Trafelet is a negotiated provision of the documents governing 734 Agriculture and 734 Investors. All of the investors in these entities agreed to this as part of their investment.

37. 734 Investors' 42.7% voting power, together with RCF 2014 Legacy LLC, Delta Offshore Master II, Ltd., and Mr. Trafelet's collective 13.3% voting power, constitutes a 56% majority of the outstanding Alico voting shares.

38. This 56% majority has voted numerous times and has been recognized in Board actions and reflected in publicly available Securities and Exchange Commission ("SEC") filings made by the Company numerous times (including in the Company's most recent annual proxy statement). No director, including the Director Defendants, has ever questioned the Majority Shareholders' ownership or right to control. The Company's annual meeting proxy statement for the annual meeting held on February 27, 2018 expressly stated that "734 Agriculture and its affiliates . . . collectively have the voting power to control the election of Directors and any other matter requiring the affirmative vote or consent of our shareholders."

39. The Director Defendants either have a beneficial interest in 734 Investors or act on behalf of principals or relatives who have such an interest. 734 Investors' Operating Agreement expressly provides, however, that the Director Defendants (or more precisely the members with which they are affiliated) are passive investors who have no authority to manage 734 Investors' affairs, no authority or approval rights concerning how 734 Investors votes its shares in Alico, and no fiduciary relationship with 734 Investors' manager (i.e., 734 Agriculture).

Managing authority and voting power are expressly vested, by virtue of his management role in 734 Agriculture, in Mr. Trafelet.

40. Other than Defendant Fishman, who sits on the Alico Board as a result of bargained-for contractual rights, the Director Defendants served on Alico's Board at the discretion of the Majority Shareholders.

C. In Furtherance Of Alico 2.0, The Majority Shareholders Requested That Four Defendants Resign As Directors Of Alico

41. In order to build on and continue Alico 2.0's success, the Majority Shareholders believed that the time had come to right-size the Company's Board so as to provide a governance framework for a leaner Board comprised of a majority of truly independent directors who could act more decisively, more quickly, and more efficiently. As noted, the Director Defendants are affiliated with investor constituencies (specifically members of 734 Investors) and at times have been more focused on those constituencies than the Company or have been distracted by the particular concerns of those constituencies. Simply put, the Board was too large and laden with unnecessary and expensive executive positions and an unnecessary Executive Committee in light of the Company's size.

42. On Friday, November 9, 2018, Mr. Trafelet called a meeting with the Director Defendants and the other member of Alico's Board. The Director Defendants, other than Defendant Slack, participated. (Defendant Slack did not participate in this meeting due to travel. Mr. Trafelet had a discussion about the matters discussed at this meeting with Defendant Slack the following morning.)

43. At the meeting, Mr. Trafelet explained that, as the majority shareholder, he had concluded that continuing change was necessary to optimize, complement, and complete the mission of Alico 2.0. Mr. Trafelet noted that Alico's Board needed to be reset to the right size

and composition for a public company of its size. Mr. Trafelet informed the Director Defendants of his decision, as controller of the Majority Shareholders' shareholder votes, to reduce the size of Alico's Board from seven directors to five, and to appoint two new directors to fill the empty seats that would result from either Director Defendants' resignations or, if resignations were not forthcoming, from the action by shareholder written consent. One of the new directors served for nearly 20 years as CFO of the Jefferies Group, Inc., a multinational full-service investment bank, and has both financial expertise and financial markets experience, which makes him well-qualified to serve on the Alico Board. The other new director recently retired from his position as head of the Specialized Funds Group at Prudential Real Estate Investors ("PREI"), the real estate investment management business of Prudential Financial, and was responsible for PREI's higher-returning funds, totaling over \$10 billion in gross assets. His 36 years of experience includes serving on a variety of industry associations and on the board of directors for a number of private companies.

44. Mr. Trafelet then asked, on behalf of the Majority Shareholders, for Defendants Brokaw, Slack, Krusen, and Eisner to agree to resign from the Company's Board but at the same time to join a new Strategic Advisory Board so they could continue to advise and assist in the Company's success. Defendants Brokaw, Slack, Krusen, and Eisner were asked to consider the request as necessary to help advance the Alico 2.0 strategy. Given the need to act quickly, Defendants Brokaw, Slack, Krusen, and Eisner were asked to respond within two days.

45. The Director Defendants' resistance to the Majority Shareholders' plan began immediately. Certain Defendants made baseless accusations and threats against Mr. Trafelet in lieu of weighing the benefits of Mr. Trafelet's proposal and giving his views as controller of the majority share vote due consideration. These accusations by and large consisted of unfounded

accusations that Mr. Trafelet was acting out of self-interest, including accusative speculation (again, unfounded) that Mr. Trafelet planned to cause the Company to sell him cheap stock options once the new board members took their seats. Before Mr. Trafelet could complete his presentation for a constructive way forward, emotions overtook the conversation; Defendant Brokaw, who was participating by phone, hung up after approximately 15 minutes; and it became impossible for Mr. Trafelet to complete the presentation. Mr. Trafelet was then asked to leave the group discussion so that the other Board members could speak in private, and he did so.

46. On information and belief, following the meeting and over the ensuing weekend, the Director Defendants discussed whether there were ways to stop the Majority Shareholders from voting them out as directors and whether there was a basis to fire Mr. Trafelet as CEO. In fact, on information and belief, certain of the Director Defendants had already planned a secret meeting with the law firm Wachtell, Lipton, Rose & Katz (“Wachtell”) on November 9, 2018 to discuss how to prevent the Majority Shareholders from exercising their voting rights, but the meeting was cancelled after Mr. Trafelet announced that he would be holding an informal meeting later the same day. On information and belief, other such meetings between certain Director Defendants and Wachtell occurred in 2018, including during the summer of 2018.

47. At 9:13 p.m. on the night of November 9, 2018, Defendant Slack, as the then Chairman of the Board, sought to give notice of a Board meeting purportedly for 9:00 a.m. the following morning, i.e., less than twelve hours later.

48. Because the November 9, 2018, meeting ended before Mr. Trafelet could complete his presentation, Mr. Trafelet emailed the Director Defendants and Alico’s other Board member the following morning to offer further explanation:

“Dear Hank, George, Andy, Greg, Ben and Joe,

The process delivered yesterday was not the process anyone would choose except out of necessity. It is unfortunate that experience and individuals' emotions demanded it. I am truly sorry for the effects it may have had on our personal relationships.

Understanding that emotions were very charged at today's meeting and that I was unable to finish my presentation I would like give you the following:

Rationale

- Alico's current board and governance structure is not appropriate for a \$250mm market cap company.
- The current board could be argued to have only one truly independent director causing influence and decisions that are not always in the best interest of the company.
- It makes no sense for a company of this size to have a Chairman, Vice Chairman and Executive Committee.
- Alico 2.0 has restructured the company over the last two years from the bottom up.
- Addressing the Governance and Board of the company is long overdue.
- I have spoken with everyone on the board and many numerous times about these structure and governance issues.
- I felt it was my duty to the company and the shareholders to act now rather than to continue the governance and structure discussions indefinitely.
- Both current and potential investors have voiced explicit concerns about this structure.
- The structure and governance potentially impedes getting a proper valuation on the stock.

Timing

- The company is about to embark on its first real interaction with potential investors, conferences and analyst coverage.
- It is in the company's best interest that 734 Investors does an orderly and controlled distribution of its holdings.
- 734 Investors is scheduled to liquidate 12 months from now in November of 2019.
- The company does not have the luxury of an extended discussion/debate of the implementation of board and governance changes.
- It is crucial for the company to be in the best position possible and have as high a stock price as possible to effect an orderly liquidation of 734.
- An orderly liquidation of 734 is very important to the company b/c the alternative would put extreme pressure on its equity cost of capital for a very extended period of time.

New Board

- Shrinking the board from 7 members to 5 members makes sense for several reasons.
- It is more cost effective and efficient.
- It is more appropriate for a micro-cap company.
- This smaller board will be much more active, nimble and strategic and the market should react favorably to these changes.
- Truly independent members can be put in place while removing superfluous positions and committees.
- The new board members are both of impeccable credentials and truly independent.

Strategic Advisory Committee

- Established to create a positive transition for board members
- Create an official group for management to access for advice and counsel
- Have a positive market impact as the governance and structure portion of Alico 2.0 was executed.

My Position

- I am the largest shareholder of Alico.
- I gain nothing personally from board/governance changes except for increasing the likelihood of a proper equity valuation. The company reaps the same benefits by significantly reducing its cost of capital.
- Many decisions have been made in restructuring this company that were not popular with everyone. Good decisions rarely are. Many of the Alico 2.0 decisions were difficult and unpopular but proved to be in the best interest of the company.
- All decisions and operations have been based on increasing the company's ROCE. Increasing the numerator of that ratio through efficiencies and cost cutting and reducing the denominator by disposing of unearning assets. This is what creates value for businesses.

Operations

- The company spent more than two years with a management team that was unable and unwilling to execute a consolidation plan as well further sinking the company into sub-par returns.
- I identified these management issues and lead the board to terminate that manager and restructure the company.
- For almost 2 years, the company has been restructured under the Alico 2.0 program.
- Given the devastating impacts of Hurricane Irma the company would have been in a dire situation if Alico 2.0 hadn't been started and begun implementation 10 months prior to the storm.
- Due to Alico 2.0 the company's stock was actually flat following losing over \$100mm to Irma.
- All aspects of the company have been attacked and made efficient as possible except the governance and board structure.
- Alico Citrus is now poised to have a high likelihood of returning to pre-Hurricane Irma production levels in 2020.
- Cost savings are now expected to be more than \$20mm
- Return on Capital Employed is expected to grow to over 15% from 4-6%. In fact, when cash is included ROCE should exceeded 22% when balance sheet cash is included

Equity Valuation

- As Alico 2.0 continues the company is poised to make \$3.98/share in 2020 on 7.9mm boxes without the Water Deal which would add \$0.80-0.90 of incremental EPS.
- When the Alico deal was first announced in December of 2014 the consolidation of the businesses was expected to make \$3.13/share on 10mm boxes
- Due to what has so far been accomplished with Alico 2.0 and the continuation of the asset disposal program the company is currently trading at 4.7x 2020 EV/EBITDA and 9x 2020 EPS with an NAV of \$60.

There is more to do

- The company's debt needs to be restructured as it is mismatched with the company's asset base.
- There are significant contract negotiations upcoming that need to be addressed in the coming months and quarters.
- Alico's cost of equity capital could be viewed as costing 50% which needs to be rectified through a diligent and thorough capital markets strategy.
- The company has mining and natural resources that have significantly more value than initially believed.
- The company will have a very significant cash position accumulated over the next couple years demanding thoughtful capital structure discussions and decisions.

There is the opportunity to make this company substantially more valuable and, while not guaranteed, it is on the path to getting there. Corporate infighting and diversions will reduce and could possibly eliminate that possibility to the detriment of the shareholders and the company itself.

I am available and ready to speak with any of you in greater detail on the above issues or any others,

Remy"

A copy of this email is attached as **Exhibit A**.

49. After Mr. Trafelet sent the above-quoted email, on Saturday morning, Defendant Slack canceled the Board meeting he had attempted to schedule the night before. On information and belief, Defendant Slack did so because he came to understand that the notice he issued did not comply with Florida law.

50. Defendant Slack then noticed a Board meeting for Monday, November 12, 2018 (the "November 12 Meeting").

51. Without any legal basis for doing so, over the course of the weekend various Defendants pressured Mr. Trafelet, in his capacity as director, to recuse himself from that meeting entirely.

D. After Defendants Brokaw, Slack, Krusen and Eisner Refuse To Resign, The Majority Shareholders Act By Written Consent To Right-Size The Board, Remove Those Defendants As Board Members, And Fill The Empty Seats

52. Ultimately, Defendants Brokaw, Slack, Krusen, and Eisner chose not to resign from the Company's Board within the time afforded them by the Majority Shareholders, *i.e.*, by 5:00p.m. on Sunday, November 11, 2018.

53. Having received no resignations, and feeling duty-bound to act decisively in the Company's interests, the Majority Shareholders delivered the Shareholder Vote to the Company Secretary at 5:17 p.m. The Shareholder Vote reduced the size of the Company's Board from seven directors to five, removed Defendants Brokaw, Slack, Krusen, and Eisner from the Board, appointed two new, independent directors to fill the empty Board seats created by those Defendants' removal, and made attendant changes to the Company's bylaws to effectuate and protect the Shareholder Vote. Defendant Fishman remained on the Board because of his bargained-for contractual right to sit on the Board. Mr. Sambuco remained on the Board because he is truly independent.

54. As the Shareholder Vote explained:

REASONS FOR TAKING THE ACTIONS

The aim of a smaller, reconstituted Board is to identify and execute on opportunities to improve operating performance of Alico and enhance shareholder value. The Majority Shareholders believe the Board was composed of capable, distinguished directors that served in good faith. A number of the directors, however, were designees of or otherwise affiliated with other shareholders of Alico, which complicated the Board's functioning as a cohesive board of directors. We have elected two new highly qualified directors, Mr. [Joseph] Schenk and Mr. [John] Gregorits, with valuable and relevant business and financial experience who we believe will bring a fresh perspective to the Alico Board, and working together with the existing three directors, Messrs. [Remy] Trafelet, [Benjamin] Fishman and [Joseph] Sambuco, constitute a Board that from a size and composition perspective, is designed to manage effectively a company of the scale of Alico. The Majority Shareholders believe a smaller, reconstituted

Board provides an effective governance framework for the Board to act decisively and efficiently to drive sustainable value creation at Alico.

Exhibit B, Shareholder Vote.

E. The Director Defendants Begin An Immediate Campaign To Disenfranchise The Majority Shareholders And To Undermine The Action By Written Consent In Order To Entrench Their Board Seats

55. As a result of the Shareholder Vote, Defendants Brokaw, Slack, Krusen, and Eisner were removed from the Company's Board. If those Defendants have any continuing role at all, it is simply the ministerial function of setting a record date pursuant to the Company's bylaws. The record date is the date used to determine which shareholders are eligible to vote or give consent.

56. Given that the Majority Shareholders hold a clear majority of Alico's shares, which Defendants repeatedly have recognized, the record date is not significant in this case. Whatever date is chosen, the Majority Shareholders have the requisite votes. Setting a record date later than the delivery date would not have changed that uncontestable fact, and would have served only to delay the Majority Shareholders' rights as shareholders to change the Company's governance structure pursuant to Florida law, which notably does not even contain the concept of a record date for a written consent.

57. Nevertheless, at the November 12 Meeting, the Director Defendants and the other Board member could have set an immediate record date for the Shareholder Vote or set it at the date delivered. In fact, the Company's bylaws set the record date as the date of delivery of the consent unless the Board sets a different date.

58. If the Director Defendants had any duties after the delivery of the Shareholder Vote, their duties were limited to the ministerial task of setting the record date, but even that act in this case conflicts with Florida statutory law, which as applied here entitled Plaintiffs to have

their Shareholder Vote take effect immediately. But in any event, instead of discharging the ministerial duty to set a record date, the Director Defendants proposed a series of self-serving resolutions, despite the fact that they are clearly conflicted from taking these actions, which serve only to disenfranchise the Majority Shareholders. On information and belief, Joseph Sambuco—the only Board member not sued here—voted in favor of these resolutions due to misinformation from, and under pressure by, the Director Defendants.

59. The Director Defendants took the position that Mr. Trafelet could not sit on the “ad hoc committee” created to review the Shareholder Vote and set the record date, due to his connection to 734 Agriculture, the manager of 734 Investors. Defendant Brokaw also did not sit on the ad hoc committee due to his connection to 734 Agriculture, but has supported his co-Defendants’ efforts at every step. The remaining Director Defendants then took a contradictory position with respect to themselves; given their affiliations with 734 Investors, one of the shareholders participating in the Shareholder Vote, they are by their own logic also conflicted. From all that appears, the Director Defendants, frustrated that 734 Investors’ Operating Agreement precludes its members (who include the Director Defendants’ affiliates) from challenging 734 Investors’ voting decisions, are using their Board positions to try and accomplish by improper tactical actions what they otherwise could not under the 734 Investors Operating Agreement.

60. Further, the Director Defendants have clearly opposed the Shareholder Vote from the outset and have purported to anoint themselves as the ultimate decisionmakers concerning their own Board positions. The Director Defendants cannot possibly compartmentalize their own self-interest in this context. Their fiduciary obligations should have led them to step aside.

61. The Director Defendants' conflict cannot be resolved by seeking advice from counsel that represents 734 Investors. As noted above, Wachtell represented 734 Investors in connection with its formation, and Wachtell attorneys drafted the 734 Investors' Operating Agreement that confers on Mr. Trafelet the right (via 734 Agriculture) to vote 734 Investors' shares. 734 Investors is a current client of Wachtell, and the Wachtell firm may need to act on 734 Investors' behalf in the event Defendants, who oppose the Majority Shareholders, take further actions to interfere unlawfully with the Shareholder Vote.

62. The day after the November 12 Meeting, a Form 8-K was filed with the SEC on behalf of the Company, which describes the Shareholder Vote as a "Purported Consent" and states that Majority Shareholders "claim" to own 56% of the Company's shares. Defendants are all aware and have publicly recognized that Majority Shareholders own 56% of the Company's shares: Until that filing, that fact has been recognized in recent Board actions and the Company's own SEC filings *for years*, including in 2015, 2016, 2017 and 2018. It is therefore unclear why Defendants now use the qualifier "claim" when describing the Majority Shareholders' ownership interest in Alico. In any event, what is clear is that the Form 8-K was filed without involvement of the Company's outside counsel, the Tampa-based Trenam law firm—further evidence that the Director Defendants are ignoring their fiduciary obligations in favor of an unlawful entrenchment campaign.

63. The Director Defendants ignored their clear conflict and used the November 12 Meeting to seek to pass resolutions aimed at entrenching their positions. The Director Defendants, through their putative control of a majority of the board votes, created an "ad hoc committee" to vest themselves with the power to "evaluate" the Shareholder Vote. While, as noted, Defendant Brokaw was not appointed to the ad hoc committee, he supported his co-

Defendants' efforts and, on information and belief, has been assisting and consulting with them in their obstructive efforts.

64. The Director Defendants also resolved to fully indemnify themselves, at Alico's expense, for any and all actions they may take concerning the Shareholder Vote. This indemnity covers legal fees. It is difficult to reconcile why the Director Defendants would need indemnification if their intentions were simply to follow the bylaws, consult a calendar, and select a record date.

65. Even more troubling was the Director Defendants' efforts to silence Alico and its officers and directors from communicating with investors and with the public at large via press releases. This effort was aimed at a draft press release circulated by Mr. Trafelet, as CEO, prior to the November 12 Meeting completely unrelated to the Shareholder Vote. Prior to the November 12 Meeting, Defendant Slack had described the release as "well written" and "propose[d] that it be released as a result of our board meeting on Tuesday" But when a final draft of the release was circulated by the Company's CFO on November 13, 2018, a Board member stated via email that the release would not be issued "until the current situation is resolved." That same email stated that the decision to refrain from issuing the press release had been made at the November 12 Meeting, which is not true. There is no conceivable reason why a ministerial review of the Shareholder Vote would require the suppression of important and positive financial information that investors would want to know.

66. Other Alico shareholders support the Majority Shareholders decision to issue the Shareholder Vote. On information and belief, in the days since the Shareholder Vote was issued, a number of other major shareholders have expressed support for it and the view that it was long overdue.

67. In light of the clear indication that the Director Defendants' wrongful attempts to undermine the valid Shareholder Vote would continue, late on Friday, November 16, 2018, Plaintiffs filed this action seeking a declaratory judgment establishing that, as a result of the Plaintiffs' Shareholder Vote, Defendants Brokaw, Slack, Krusen, and Eisner have been removed from the Company's Board and replaced. Plaintiffs also sought judgment declaring all the actions the Defendants had taken to entrench themselves as null and void.

F. The Director Defendants Attempt A Boardroom Coup.

68. On Saturday, November 17, 2018, the day after this action was filed, Defendant Slack noticed a Board meeting for Monday November 19, 2018 at 12:00p.m. (the "November 19 Meeting"). No agenda was provided for the meeting. When Mr. Trafelet requested a copy of the agenda for the meeting from Defendant Slack, his request was ignored.

69. At the November 19 Meeting, Defendant Slack (the former board chairman) delivered a pre-written script indicating that resolutions of the "ad hoc committee" concerning the Shareholder Vote would be forthcoming. Defendant Slack stated, without elaboration, that the ad hoc committee had determined that the Shareholder Vote contained "deficiencies" and was invalid, but had nevertheless decided to set a record date for the Shareholder Vote of November 28, 2018. Defendant Slack did not say what the supposed "deficiencies" were. That is because the ad hoc committee's "evaluation" period, which resulted in a finding of supposed "deficiencies," was nothing more than a cover to buy time for the Director Defendants to plan and attempt to execute their boardroom coup.

70. Defendant Slack then stated that a closed session of the Executive Committee of the Alico Board would be held, without Mr. Trafelet, the Company's President, CEO, member of the Board, and the Chairman of the very Executive Committee that was moving into closed

session. Defendant Slack accomplished this by circulating a different dial-in number to all directors other than Mr. Trafelet, his counsel, and company counsel from Florida, the Trenam law firm.

71. Upon information and belief, while Mr. Trafelet and his counsel were excluded from the meeting, the discussion yielded an extensive and calculated attack on Mr. Trafelet. During the supposed Executive Committee session, the Alico Board passed resolutions purporting to commence the process to terminate Mr. Trafelet “for cause” from his positions as President and CEO of Alico.

72. The Director Defendants also appointed Defendant Fishman as Acting President, even though Defendant Fishman lacks Mr. Trafelet’s experience and expertise and has little knowledge about the day-to-day management of the Company and the issues it faces. In addition, Defendant Fishman has repeatedly demonstrated, in his capacity as a Board member, that he lacks any real decisionmaking authority and instead answers to the will of outsiders—an untenable position for an executive to be in. Defendant Fishman also lacks the relationships necessary (which Mr. Trafelet has) to move important Company projects forward, including an important water storage project where, through Mr. Trafelet’s efforts, the Company has partnered with the State of Florida to address the emergent need to protect the Caloosahatchee watershed from harmful Lake Okeechobee discharges.

73. In addition, Defendant Slack is now acting as the Company’s principal executive officer, even though Defendant Slack does not have the level of knowledge about the Company’s operations required of an executive in the position he now apparently occupies.

74. The Board’s resolutions firing Mr. Trafelet do not point to any specific wrongful actions taken by Mr. Trafelet that amount to “cause.” Those resolutions instead claim that Mr.

Trafelet's "recent conduct" has amounted to wrongdoing. The "recent conduct" referenced is (i) Mr. Trafelet's exercising his right, as controller of the majority of Alico's shares, to take the Shareholder Vote, and (ii) Mr. Trafelet's exercising his right to seek this Court's intervention when Defendants started taking steps to disenfranchise the shareholders they serve.

75. Later the same day, November 19, 2018, at the direction of Defendants, Mr. Trafelet's access to Alico systems and email was suspended.

76. Following the November 19, 2018 Meeting, Plaintiffs also received a letter attaching resolutions of the same date, pursuant to which the ad hoc committee "determined" that the Shareholder Vote "contain[ed] numerous deficiencies under the requirements set forth in the Bylaws" and declared the Shareholder Vote "null and void to the fullest extent." The committee's resolutions, however, did not articulate the "numerous deficiencies" it asserted were contained in the Shareholder Vote. The resolutions also confusingly rejected the Shareholder Vote but also set a record date of November 28, 2018 to determine which of Alico's shareholders are eligible to consent to the Shareholder Vote.

77. On the same day the Director Defendants rejected the Shareholder Vote and purported to commence termination proceedings against Mr. Trafelet (*i.e.*, November 19, 2018), the Director Defendants, acting through entities they control, delivered a "written consent" to Plaintiff 734 Agriculture purporting to remove it as Managing Member of 734 Investors and replace it with one of Defendant Fishman's affiliates (the "Delaware Consent"). The Director Defendants' ploy then became clear: (i) reject the Shareholder Vote, but set a record date anyway; (ii) use their affiliated entities to vote Plaintiff 734 Agriculture out as Managing Member of 734 Investors via the Delaware Consent, thereby depriving it of the ability to vote 734 Investors'

shares; and (iii) either withdraw the Shareholder Vote or allow the record date to arrive and reverse 734 Investors' position.

78. One of the signatures on the Delaware Consent is dated November 16, 2018—*prior to* the date on which the Director Defendants rejected the Shareholder Vote and caused Alico to place Mr. Trafelet into termination proceedings, and possibly even prior to the time this lawsuit was filed. The other signatures were collected over the weekend leading into or on the date of the Director Defendants' purported rejection of the Shareholder Vote—a strong indication that the Director Defendants orchestrated the Delaware Consent as part of their overall scheme to strip Plaintiffs of their voting rights and grab or retain power that does not belong to them.

79. In addition, on information and belief, when the Director Defendants solicited votes for the Delaware Consent, they shared non-public information about the Company with outsiders, in violation of the Director Defendants' own resolution to prohibit officers and directors of the Company from doing so. In fact, signatories to the Delaware Consent who are outsiders of the Company somehow had access to the email attached as Exhibit A, which contained non-public information about the Company's earnings potential.

80. As the foregoing shows, instead of limiting themselves to ministerial tasks and ensuring a smooth transition, as they should have, the Director Defendants instead embarked on a path to retaliate against Plaintiffs and deprive them of their rights.

G. Plaintiffs Seek Judicial Intervention, Litigation Commences In Delaware, And Defendants' Court Filings Finally Reveal Defendants' Flimsy Justifications For Their Conduct.

81. On November 20, 2018, the day after the Director Defendants attempted their coup, Plaintiffs sought intervention from this Court in the form of an emergency motion for a

temporary restraining order or preliminary injunction seeking to preserve the status quo as of the time of the filing of the Verified Complaint on November 16, 2018. This Court scheduled an evidentiary hearing on Plaintiffs motion for November 27, 2018.

82. On the same date, November 20, 2018, Plaintiff 734 Agriculture filed an action in the Delaware Court of Chancery challenging the coordinated attack deployed by the Director Defendants to remove Plaintiff 734 Agriculture as Managing Member of 734 Investors. The Director Defendants also filed an action against Plaintiff 734 Agriculture and Mr. Trafelet in the Delaware Chancery Court, and the actions have been consolidated.

83. On November 27, 2018, the morning of the hearing before this Court on Plaintiffs' motion for emergency relief, the four Director Defendants previously named, filed opposition papers which for the first time revealed some of the alleged four bases for their rejection of the Shareholder Vote. All are completely without merit and easily dispatched, demonstrating just how contrived Defendants' justifications for their actions are. Specifically:

(a) The ad hoc committee claims that the Shareholder Vote "was not preceded by a request, 'without qualification' for the Board to adopt a written consent record date, as required by Section 17.5(b) of the Bylaws." But the cover letter to the Shareholder Vote expressly states that "[t]his letter constitutes, in accordance with Section 17.5 of Alico's bylaws, the required request [to adopt a written consent record date] with respect thereto." The cover letter also notes that there is no need to set a record date other than the date of the Shareholder Vote, and indeed Alico's bylaws contain no such requirement. Apparently, Defendants are taking the position that Plaintiffs telling them what the Alico bylaws say somehow renders the Shareholder Vote invalid.

(b) The ad hoc committee also contends that the Shareholder Vote did not discuss certain aspects of Mr. Trafelet's employment and option agreements with Alico. That is nonsense. The Shareholder Vote did disclose the existence of Mr. Trafelet's employment and option agreements with Alico and describe those agreements generally. Those agreements are also available from Alico and are online for public viewing. There has been no suggestion that the Director Defendants lack access to the Internet.

(c) The ad hoc committee further complains that the two new directors did not complete director questionnaires. But all that is required for the Shareholder Vote is that the shareholders provide "Nominee Information," for "directors elected by written consent." Alico Bylaws § 17.5(c)(iv). "Nominee Information," in turn, expressly *excludes* director questionnaires. *Id.* § 17.2(c)(iii)(A)-(C). This complaint goes on to cite other bylaw provisions applicable to individuals nominated for election to the Board at an annual or special meeting of the shareholders, not to individuals elected by shareholder written consent. The Shareholder Vote did not nominate anyone to serve on the Board—it elected two new Board members. *Id.* § 17.5(c)(iv).

(d) Finally, a decade ago, Joseph Schenk, one of the two new directors, was briefly CEO of a company that went bankrupt over a year after he left it. The ad hoc committee faults the Shareholder Vote for failing to disclose that Mr. Schenk served as that company's CEO. The ad hoc committee apparently believes that the failure to disclose Mr. Schenk's role ten years ago at a company that went bankrupt after his departure somehow violates Section 14(a) of the Exchange Act. That information is immaterial for purposes of Section 14(a) of the Exchange Act, which is presumably why another public company, for which Mr. Schenk serves as Chairman of the Board, does not disclose it.

84. Following the November 27, 2018 hearing, this Court denied Plaintiffs' motion for a temporary restraining order or preliminary injunction without prejudice.

CLAIMS FOR RELIEF

Count I: Declaratory Judgment (against all Defendants)

85. Plaintiffs repeat each of the foregoing paragraphs as if fully incorporated herein.

86. There is an actual and justiciable controversy of sufficient immediacy between the parties, which have adverse legal interests, to warrant declaratory judgment.

87. Through the conduct outlined above, Defendant Alico, through the actions of the Director Defendants, has taken obvious steps to block a majority shareholder vote that has already occurred and retaliate against the shareholders who so voted. Defendants manufactured a new process to "evaluate" the Shareholder Vote, spending the Company's time and resources to delay and obstruct the Shareholder Vote. Defendants then purported to reject the Shareholder Vote, while at the same time setting a record date they were simultaneously taking steps in Delaware to undermine. At the same time, Defendant Alico started a process to terminate Mr. Trafelet as Alico's CEO without any basis, as retribution for actions he took in his capacity as majority shareholder. Florida corporations, and their directors, are prohibited from seeking to disenfranchise a company's shareholders and from retaliating against them for exercising their voting rights.

88. Absent immediate intervention by the Court, Defendants will continue to claim authority they lack and continue their campaign to entrench their seats on Alico's Board, thereby disenfranchising Plaintiffs' statutory rights as shareholders of a Florida corporation.

89. By reason of the foregoing, Plaintiffs request, pursuant to Florida Statute § 86.011, that the Court adjudge, declare and decree that (i) the Shareholder Vote is valid and

binding; (ii) the resolutions passed at the November 12 Meeting are null and void; (iii) the resolutions passed at the November 19 Meeting are null and void; and (iv) Defendants are no longer members of Alico's Board.

Count II: Tortious Interference with Contract (against the Director Defendants)

90. Plaintiffs repeat paragraphs 1 through 84 as if fully incorporated herein.

91. Plaintiff 734 Agriculture is the Managing Member of 734 Investors pursuant to the Amended and Restated Limited Liability Company Operating Agreement of 734 Investors, LLC (the "LLC Agreement"). Plaintiff 734 Agriculture is a party to the LLC Agreement.

92. The Director Defendants are not party to the LLC Agreement, but are affiliated with entities that are parties to the LLC Agreement. The Director Defendants therefore have knowledge of the LLC Agreement. The Director Defendants also have knowledge of Plaintiff 734 Agriculture's rights under the LLC Agreement, including its right to vote 734 Investor's shares of Alico. That right has been discussed by the Director Defendants and Mr. Trafelet on numerous occasions, and the Director Defendants have repeatedly acknowledged 734 Agriculture's control of Alico shares in Alico's proxy statements.

93. The Director Defendants control certain passive Members of 734 Investors. The Director Defendants have, with malicious intent, caused the Members under their control to make knowingly false accusations against Plaintiff 734 Agriculture, and to use those false accusations to remove Plaintiff 734 Agriculture from its position as Managing Member of 734 Investors. The Director Defendants have caused the Members under their control to take these actions without any good faith basis. The Director Defendants have thereby caused those Members to breach the LLC Agreement by falsely claiming that grounds to remove Plaintiff 734 Agriculture as 734 Investors' Managing Member existed when in fact the Director Defendants

knew they did not. The Director Defendants' tortious conduct has deprived Plaintiff 734 Agriculture of its bargained-for right to serve as 734 Investors' Managing Member.

94. The Director Defendants have also induced other passive Members of 734 Investors to join the effort to remove Plaintiff 734 Agriculture from its bargained-for position as 734 Investors' Managing Member. On information and belief, the Director Defendants shared non-public information about the Company with these other passive Members of 734 Investors in violation of their own resolution prohibiting such sharing. On information and belief, the Director Defendants have, with malicious intent, intentionally shared false information about Plaintiff 734 Agriculture with other Members of 734 Investors, in order to induce those Members to join the Director Defendants' affiliates' breach of the LLC Agreement. On information and belief, the Director Defendants accomplished this by falsely claiming that grounds to remove Plaintiff 734 Agriculture as 734 Investors' Managing Member existed when in fact the Director Defendants knew they did not.

95. All of the Director Defendants actions in response to the Shareholder Vote, including their campaign to cause or induce others to remove Plaintiff 734 Agriculture as Managing Member of 734 Investors, were done knowingly, without justification, and with malicious intent. The Director Defendants intentionally procured the breach of the LLC Agreement with the aim of interfering with Plaintiff 734 Agriculture's rights under the LLC Agreement. The Director Defendants interference with Plaintiff 734 Agriculture's rights under the LLC Agreement was essential to their overall plan to entrench themselves on the Board or, in the case of Defendant Fishman, to make a power grab.

96. The Director Defendants cannot explain why they are causing or inducing others (including 734 Investors Members under their control) to breach the LLC Agreement in an effort

to take away 734 Agriculture's negotiated-for rights under that agreement. Mr. Trafelet's stewardship of Alico, including through the Alico 2.0 Modernization Program, has resulted in a more than 20% increase in Alico's share price and a significant increase in the earnings potential of the Company, which is information the Director Defendants are intentionally withholding from investors. The Director Defendants therefore cannot possibly offer a financial explanation for their conduct, and do not attempt to do so. Instead, they offer contrived reasons to justify their tortious interference that are underpinned by falsehoods the Director Defendants crafted after they were removed by the Shareholder Vote.

97. The Director Defendants' decision to cause or induce others to act upon reckless and offensive falsehoods and deprive Plaintiff 734 Agriculture of its rights under the LLC Agreement has caused damage to Plaintiff 734 Agriculture, including without limitation damages in the form of legal fees and other expenses incurred by Plaintiff 734 Agriculture to combat its unlawful removal from 734 Investors.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

1. Adjudging, declaring and decreeing that (i) the Shareholder Vote is valid and binding; (ii) the resolutions passed at the November 12 Meeting are null and void; (iii) the resolutions passed at the November 19 Meeting are null and void; and (iv) Defendants Slack, Brokaw, Krusen, and Eisner are no longer members of the Alico Board.

2. Enjoining Defendant Alico and the Director Defendants from enforcing or otherwise putting into effect the resolutions passed at the November 12 Meeting and the November 19 Meeting.

3. Enjoining Defendants Slack, Brokaw, Krusen, and Eisner from sitting on the Alico Board.

4. Awarding Plaintiffs their liabilities, attorneys' fees (including fees incurred in connection with this litigation and fees incurred prior to this litigation as a result of Defendants' obstructive conduct), costs and other expenses;

5. Awarding Plaintiff 734 Agriculture actual, compensatory and punitive damages as a result of the Director Defendants' tortious interference with the LLC Agreement; and

6. Granting Plaintiffs such other and further relief as the Court deems just and proper.

Dated: December 6, 2018

AKERMAN LLP

/s/ Jason L. Margolin

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New York, NY 10020

Phone: 212.610.6300

Fax: 212.610.6399

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by electronic mail to William J. Schifino, Jr., Esquire, David M. Wells, Esquire, John A. Schifino, Esquire, Giovanni P. Giarratana, Esquire, Gunster, Yoakley & Stewart, P.A., emails: wschifino@gunster.com, dwells@gunster.com, jschifino@gunster.com, ggiarratana@gunster.com, cwarder@gunster.com, dculmer@gunster.com, and adavis@gunster.com, this 6th day of December, 2018.

/s/ Jason L. Margolin

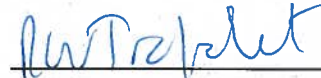
Attorney

VERIFICATION BY REMY W. TRAFELET

Under penalties of perjury, I declare that I have read the foregoing verified complaint, and the facts alleged are true, to the best of my knowledge and belief.

734 AGRICULTURE, LLC, DELTA OFFSHORE
MASTER FUND II, LTD., RCF 2014 LEGACY
LLC, and REMY W. TRAFELET

By:

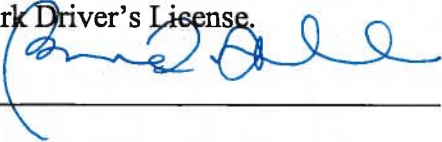


Remy W. Trafelet, individually,
as Manager of 734 Agriculture, LLC, as
Managing Member of Delta Offshore
Master II, Ltd., and as Managing Member
of RCF 2014 Legacy LLC

STATE OF NEW YORK)

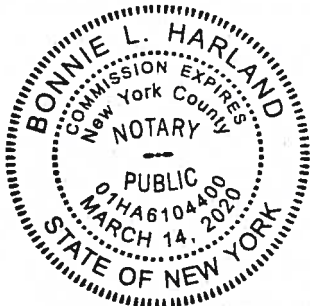
COUNTY OF NEW YORK) ss:

The foregoing verified complaint was acknowledged before me this 6th day of December, 2018, by Remy Trafelet, individually, as Manager of 734 Agriculture, LLC, as Managing Member of Delta Offshore Master II, Ltd., and as Managing Member of RCF 2014 Legacy LLC, who is personally known to me or has produced the following identification: New York Driver's License.



Notary Public, State of New York

My Commission Expires: 3/14/2020



From: Remy Trafelet <rw@734llc.com>

Date: November 10, 2018 at 7:20:28 AM EST

To: "(Henry) Hank Slack" <hank.slack@quarterwatch.com>, George Brokaw <gbrokaw@tbco.com>, Andy Krusen <AKrusen@krusen.com>, Eisner <greg.eisner@dubinandco.com>, "Fishman, Ben" <ben.fishman@arlongroup.com>, Joseph Sambuco <sambucoj@colonnadeproperties.com>

Cc: Remy Trafelet <rw@734llc.com>

Subject: Friday's Meeting

Dear Hank, George, Andy, Greg, Ben and Joe,

The process delivered yesterday was not the process anyone would choose except out of necessity. It is unfortunate that experience and individuals' emotions demanded it. I am truly sorry for the effects it may have had on our personal relationships.

Understanding that emotions were very charged at today's meeting and that I was unable to finish my presentation I would like give you the following:

Rationale

- Alico's current board and governance structure is not appropriate for a \$250mm market cap company.
- The current board could be argued to have only one truly independent director causing influence and decisions that are not always in the best interest of the company.
- It makes no sense for a company of this size to have a Chairman, Vice Chairman and Executive Committee.
- Alico 2.0 has restructured the company over the last two years from the bottom up.
- Addressing the Governance and Board of the company is long overdue.
- I have spoken with everyone on the board and many numerous times about these structure and governance issues.
- I felt it was my duty to the company and the shareholders to act now rather than to continue the governance and structure discussions indefinitely.
- Both current and potential investors have voiced explicit concerns about this structure.
- The structure and governance potentially impedes getting a proper valuation on the stock.

Timing

- The company is about to embark on its first real interaction with potential investors, conferences and analyst coverage.
- It is in the company's best interest that 734 Investors does an orderly and controlled distribution of its holdings.
- 734 Investors is scheduled to liquidate 12 months from now in November of 2019.

- The company does not have the luxury of an extended discussion/debate of the implementation of board and governance changes.
- It is crucial for the company to be in the best position possible and have as high a stock price as possible to effect an orderly liquidation of 734.
- An orderly liquidation of 734 is very important to the company b/c the alternative would put extreme pressure on its equity cost of capital for a very extended period of time.

New Board

- Shrinking the board from 7 members to 5 members makes sense for several reasons.
- It is more cost effective and efficient.
- It is more appropriate for a micro-cap company.
- This smaller board will be much more active, nimble and strategic and the market should react favorably to these changes.
- Truly independent members can be put in place while removing superfluous positions and committees.
- The new board members are both of impeccable credentials and truly independent.

Strategic Advisory Committee

- Established to create a positive transition for board members
- Create an official group for management to access for advice and counsel
- Have a positive market impact as the governance and structure portion of Alico 2.0 was executed.

My Position

- I am the largest shareholder of Alico.
- I gain nothing personally from board/governance changes except for increasing the likelihood of a proper equity valuation. The company reaps the same benefits by significantly reducing its cost of capital.
- Many decisions have been made in restructuring this company that were not popular with everyone. Good decisions rarely are. Many of the Alico 2.0 decisions were difficult and unpopular but proved to be in the best interest of the company.
- All decisions and operations have been based on increasing the company's ROCE. Increasing the numerator of that ratio through efficiencies and cost cutting and reducing the denominator by disposing of unearning assets. This is what creates value for businesses.

Operations

- The company spent more than two years with a management team that was unable and unwilling to execute a consolidation plan as well further sinking the company into sub-par returns.
- I identified these management issues and lead the board to terminate that manager and restructure the company.
- For almost 2 years, the company has been restructured under the Alico 2.0 program.
- Given the devastating impacts of Hurricane Irma the company would have been in a dire situation if Alico 2.0 hadn't been started and begun implementation 10 months prior to the storm.
- Due to Alico 2.0 the company's stock was actually flat following losing over \$100mm to Irma.
- All aspects of the company have been attacked and made efficient as possible except the governance and board structure.
- Alico Citrus is now poised to have a high likelihood of returning to pre-Hurricane Irma production levels in 2020.
- Cost savings are now expected to be more than \$20mm
- Return on Capital Employed is expected to grow to over 15% from 4-6%. In fact, when cash is included ROCE should exceed 22% when balance sheet cash is included

Equity Valuation

- As Alico 2.0 continues the company is poised to make \$3.98/share in 2020 on 7.9mm boxes without the Water Deal which would add \$0.80-0.90 of incremental EPS.

- When the Alico deal was first announced in December of 2014 the consolidation of the businesses was expected to make \$3.13/share on 10mm boxes
- Due to what has so far been accomplished with Alico 2.0 and the continuation of the asset disposal program the company is currently trading at 4.7x 2020 EV/EBITDA and 9x 2020 EPS with an NAV of \$60.

There is more to do

- The company's debt needs to be restructured as it is mismatched with the company's asset base.
- There are significant contract negotiations upcoming that need to be addressed in the coming months and quarters.
- Alico's cost of equity capital could be viewed as costing 50% which needs to be rectified through a diligent and thorough capital markets strategy.
- The company has mining and natural resources that have significantly more value than initially believed.
- The company will have a very significant cash position accumulated over the next couple years demanding thoughtful capital structure discussions and decisions.

There is the opportunity to make this company substantially more valuable and, while not guaranteed, it is on the path to getting there. Corporate infighting and diversions will reduce and could possibly eliminate that possibility to the detriment of the shareholders and the company itself.

I am available and ready to speak with any of you in greater detail on the above issues or any others,

Remy

November 11, 2018

Alico Corporation
10070 Daniels Interstate Court
Suite 100
Fort Meyers, FL 33913
Attn: John E. Kiernan
Executive Vice President, Chief Financial Officer and Corporate Secretary
Sent by email

Re: Shareholder Action Taken by Written Consent

The undersigned record holders of 56% of the outstanding shares of common stock of Alico, Inc. ("Alico") have today taken certain actions by written consent without a meeting pursuant to Section 607.0704 of the Florida Business Corporation Act. The action by written consent is attached. We also attach supplemental information pursuant to Section 17.5 of Alico's bylaws.

The record date for the action by written consent shall be today, November 11, 2018, unless another record date is timely set by the Alico board of directors in accordance with Alico's bylaws. This letter constitutes, in accordance with Section 17.5 of Alico's bylaws, the required request with respect thereto. However, given that we do not intend to solicit consents from any other shareholder, and do not require consents from any other shareholder to take the attached action by written consent, setting a different record date would serve no purpose.

Very truly yours,

734 INVESTORS, LLC

By: 734 Agriculture, LLC
Its: Managing Member

By: RW Trafelet
Name: Remy W. Trafelet
Title: Manager

DELTA OFFSHORE MASTER II, LTD

By: Trafelet Brokaw Capital Management, L.P.

By: RW Trafelet
Name: Remy W. Trafelet
Title: Managing Member

RCF 2014 LEGACY LLC

By: RW Trafelet

Name: Remy W. Trafelet

Title: *Managing Member*

Remy W. Trafelet

RW Trafelet

**ACTION BY WRITTEN CONSENT
OF THE MAJORITY SHAREHOLDERS OF
ALICO, INC., A FLORIDA CORPORATION,
TAKEN WITHOUT A MEETING**

November 11, 2018

The undersigned (the **Majority Shareholders**), being the holders of the majority of issued and outstanding capital stock of Alico, Inc., a Florida corporation (the **Corporation**), acting by written consent without a meeting pursuant to Section 607.0704 of the Florida Business Corporation Act (the **FBCA**), adopt the following resolutions and direct that this Written Consent be filed with the minutes of the shareholders of the Corporation:

WHEREAS, the Majority Shareholders desire to remove George R. Brokaw, Henry R. Slack, W. Andrew Krusen, Jr. and R. Greg Eisner as members of the Board of Directors of the Corporation (the **Board**), without cause;

WHEREAS, the Majority Shareholders desire to amend the Amended and Restated Bylaws of the Corporation to repeal any provision of the Amended and Restated Bylaws of the Corporation in effect immediately prior to the time this Action becomes effective that was not included in the Bylaws that became effective on January 25, 2013, fix the number of members of the Board at five, require the vote of a majority of the shareholders of the corporation in order to amend the bylaw provision fixing the number of directors and to provide that vacancies on the Board created as a result of the removal of members of the Board by the shareholders of the Corporation may only be filled by a majority vote of the shareholders of the Corporation; and

WHEREAS, the Majority Shareholders desire to elect Joseph Schenk and John Gregorits as members of the Board.

IT IS NOW, THEREFORE

RESOLVED, that any provision of the Amended and Restated Bylaws of the Corporation immediately prior to the time this action becomes effective that was not included in the Bylaws that became effective on January 25, 2013 and were filed with the SEC on that same date is hereby repealed;

RESOLVED, that George R. Brokaw, Henry R. Slack, W. Andrew Krusen, Jr. and R. Greg Eisner be, and each hereby is, removed as a member of the Board;

RESOLVED, that Joseph Schenk and John Gregorits be, and each hereby is, appointed and elected as a member of the Board, to serve in such capacity until his or her successor has been elected and qualified or until his earlier death, removal or resignation;

RESOLVED, that Article V of the Amended and Restated Bylaws of the Corporation be and hereby is amended to delete such Article in its entirety and to replace such Article with the following:

"Number, Election and Duties of Directors; Vacancies in Board. The management of the business and affairs of the Company shall be vested in a Board of Directors consisting of five directors, which shall have all of the powers possessed by the Company itself, so far as this designation of authority is not inconsistent with the laws of the state of Florida, the Articles of Incorporation, or some other express provision of these Bylaws. The number of Directors may be increased or decreased from time to time by amendment of the Bylaws only by the

affirmative vote of a majority of the stockholders, consistent with the limitations provided in the Articles of Incorporation, but no decrease shall have the effect of shortening the term of any incumbent director.

At each annual meeting of the stockholders, the stockholders shall elect Directors to hold office until the next succeeding annual meeting or until their respective successors shall be elected and qualified. The Board of Directors shall designate and appoint one of its members as Chairman of the Board, and may but shall not be required to designate one of its members as Vice Chairman of the Board who shall act as Chairman in the absence of the Chairman. The stockholders, at any special meeting, may remove from office any Director of the Company and may fill the vacancy caused by such removal.

Any vacancy occurring in the Board of Directors because of death, resignation, increase in the number of directors, or otherwise, may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. Any vacancy occurring in the Board of Directors because of removal shall be filled only by the affirmative vote of a majority of the stockholders of the Company. Any Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office."

RESOLVED, that each director and officer of the Corporation (each, an **Authorized Signatory**) is hereby authorized, directed and empowered for and on behalf of, and in the name of the Corporation, to do or cause to be done all such other acts and things as they may deem necessary or desirable in order to carry out and effectuate fully the purposes of the foregoing resolutions; and

RESOLVED, that this consent shall be filed with the minutes of the proceedings of the shareholders of the Corporation.

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IN WITNESS WHEREOF, this written consent of the Majority Shareholders of the Corporation is hereby executed and delivered as of the date first written above.

734 INVESTORS, LLC

By: 734 Agriculture, LLC
Its: Managing Member

By: RW Trafelet
Name: Remy W. Trafelet
Title: Manager

DELTA OFFSHORE MASTER II, LTD

By: Trafelet Brokaw Capital Management, L.P.

By: RW Trafelet
Name: Remy W. Trafelet
Title:

RCF 2014 LEGACY LLC

By: RW Trafelet
Name: Remy W. Trafelet
Title: Managing Member

Remy W. Trafelet

RW Trafelet

SUPPLEMENTAL INFORMATION PURSUANT TO SECTION 17.5 OF ALICO'S BYLAWS

As part of the previously announced Alico 2.0 Modernization Program, action has been taken to reorganize and re-size the Board of Directors (the "Board") of Alico, Inc. ("Alico").

734 Investors, LLC, a Delaware limited liability company ("734 Investors"), RCF 2014 Legacy LLC, Delta Offshore Master II, Ltd. and Remy W. Trafelet (together with 734 Investors, RCF 2014 Legacy LLC and Delta Offshore Master II, Ltd., the "Proponents", "we" or "us") have acted by written consent (the "Action by Written Consent") in lieu of a special meeting of shareholders to take the following actions (each, an "Action" and collectively, the "Actions"):

Action 1: To repeal any provision of the Amended and Restated Bylaws of Alico (the "Bylaws") in effect immediately prior to the time this Action becomes effective that was not included in the Bylaws that became effective on January 25, 2013, and were filed with the SEC on that same date (the "Bylaw Restoration Action" or "Action 1").

Action 2: To remove, without cause, four members of Alico's Board, George R. Brokaw, Henry R. Slack, W. Andrew Krusen, Jr. and R. Greg Eisner, and any person elected or appointed to fill any vacancy on the Alico Board or any newly-created directorships prior to the effective date of this Action (other than the persons elected by the Actions) (the "Removal Action" or "Action 2").

Action 3: To amend Article V of the Bylaws as set forth in the Action by Written Consent to make it clear that the Alico Board is not permitted to fill any vacancies on the Alico Board resulting from a removal of directors by the shareholders, and that any such vacancies shall be filled only by the shareholders (the "Vacancy Bylaw Amendment Action" or "Action 3").

Action 4: To amend Article V of the Bylaws as set forth in the Action by Written Consent, to fix the number of directors serving on the Alico Board at five (the "Authorized Director Action" or "Action 4").

Action 5: To elect Joseph A. Schenk and John Gregorits (the "New Directors") as directors to fill the two vacancies on the Alico Board resulting from the Removal Action (the "Election of Directors Action" or "Action 5").

The effectiveness of each Action is conditioned upon the effectiveness of the other Actions. The Actions are more fully described below under "Action by Written Consent." The description of the Actions is qualified in its entirety by reference to the full text of the Action by Written Consent, enclosed herewith.

Pursuant to Section 607.0704 of the Florida Business Corporation Act ("FBCA"), unless otherwise provided in a company's articles of incorporation, action required or permitted by the FBCA to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote if the action is taken by the holders of outstanding stock of each voting group entitled to vote thereon having not less than the minimum number of votes with respect to each voting group that would be necessary to authorize or take such action at a meeting at which all voting groups and shares entitled to vote thereon were present and voted. In order to be effective the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving shareholders having the requisite number of votes of each voting group entitled to vote thereon, and delivered to the corporation. Under Florida law, such action is effective upon delivery of the requisite number of written consents. In accordance with the Bylaws of Alico, each of the Actions requires the affirmative vote of a majority in interest of the issued and outstanding shares of common stock of Alico entitled to vote.

On November 11, 2018, the Proponents, as the record holders of 56% of the outstanding shares of Alico common stock, par value \$1.00 per share (“Common Stock”), signed and delivered to Alico the Action by Written Consent pursuant to Section 607.0704 of the FBCA. The record date for the Action by Written Consent is today, November 11, 2018, unless another record date is timely set by the Alico Board in accordance with Alico’s Bylaws. Given that we do not intend to solicit consents from any other shareholder, and do not require consents from any other shareholder to take the Actions, setting a different record date would serve no purpose. Since there is no solicitation of proxies, there is no cost of solicitation to be borne in connection with the Actions.

Accordingly, the delivery to Alico on November 11, 2018 of the requisite written consents caused the Action by Written Consent, including the amendments to Alico’s Bylaws, to become effective on that date. Under the FBCA, Alico is required to provide prompt notice to the shareholders of the taking of the Action by Written Consent by the Proponents, but the effectiveness of the Action by Written Consent is not conditioned upon the delivery of such notice, and no information statement under Regulation 14C of the Exchange Act is required in connection therewith.

INFORMATION ON THE PROPONENTS AND NEW DIRECTORS

The principal business address of each of the Proponents is 410 Park Avenue, 17th Floor, New York, New York, 10022. The principal business address of each of the new Directors is disclosed in the section titled “Action by Written Consent—Action 5: Election of Directors.”

The following table sets forth each Proponent’s beneficial ownership (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1934, as amended) of Alico Common Stock as of October 12, 2018:

	Name	Shares Beneficially Owned		Percent of Class
1.	734 Investors	Sole Voting Power:	Aggregate Amount: 3,200,405 ⁽¹⁾	42.97% ⁽²⁾
		3,200,405 ⁽¹⁾		
		Shared Voting Power:		
		-0-		
		Sole Dispositive Power:		
		3,200,405 ⁽¹⁾		
		Shared Dispositive Power:		
		-0-		
2.	Remy W. Trafelet	Shared Voting Power:	Aggregate Amount: 4,272,070 ⁽³⁾⁽⁴⁾	57.36% ⁽²⁾
		-0-		
		Sole Dispositive Power:		
		3,200,405 ⁽¹⁾⁽³⁾		
		Shared Dispositive Power:		
		-0-		
		Sole Voting Power:		
		723,673 ⁽⁴⁾		
		Shared Voting Power:		
		3,548,397 ⁽⁵⁾		
		Sole Dispositive Power:		
		723,673 ⁽⁴⁾		
		Shared Dispositive Power:		
		3,548,397 ⁽⁵⁾		

- (1) Includes 20,000 shares of Alico Common Stock owned by George R. Brokaw. On November 19, 2013, Mr. Brokaw entered into a Designee Agreement with 734 Investors, LLC, pursuant to which Mr. Brokaw agreed to vote such 20,000 shares as directed by 734 Investors, LLC. The Designee Agreement also restricts Mr. Brokaw's ability to sell such 20,000 shares except pro rata with sales by 734 Investors, LLC.
- (2) The percentage of shares of Alico Common Stock was calculated using a denominator of 7,447,723 shares of Common Stock outstanding based on 8,199,957 shares of Common Stock outstanding as of August 31, 2018 (as reported in Alico's Tender Offer Statement on Schedule TO filed with the SEC on September 5, 2018), minus the 752,234 shares of Common Stock accepted for repurchase pursuant to Alico's issuer tender offer (reported in Amendment No. 3 to Alico's Tender Offer Statement on Schedule TO filed with the SEC on October 9, 2018).
- (3) 350,972 of these shares of Common Stock are held by RCF 2014 Legacy LLC, a limited liability company of which Mr. Trafelet is the sole owner.
- (4) 3,200,405 of these shares of Common Stock may be deemed to be beneficially owned by Mr. Trafelet solely in his capacity as one of two controlling persons of 734 Agriculture, LLC. Also includes 347,992 shares held in accounts (including third-party accounts) of which Mr. Trafelet may be considered to be the indirect beneficial owner by virtue of his position with Trafelet Brokaw Capital Management, L.P. ("TBCM"), which manages such accounts. Trafelet & Company, LLC ("TC") serves as the general partner of TBCM. Mr. Trafelet is the managing member of TC. 270,880 shares of Common Stock are held directly by Delta Offshore Master II, Ltd.

The description of beneficial ownership above is qualified in its entirety by reference to the Schedule 13D of 734 Investors and Mr. Trafelet filed with the Securities and Exchange Commission ("SEC") on November 29, 2013, as amended on December 8, 2014, January 16, 2015, March 3, 2015, March 30, 2015, August 27, 2015 and October 12, 2018 (the "734 Schedule 13D").

Neither of the New Directors beneficially owns, directly or indirectly, any shares of Alico Common Stock.

DISCLOSABLE INTERESTS

The Proponents are the record holders of approximately 56% of the outstanding shares of Alico's Common Stock, and possess the voting power to control the election of Alico's directors and any other matter requiring the affirmative vote or consent of Alico's shareholders. By virtue of such ownership, the Proponents are able to elect all of the directors of Alico and, consequently, control Alico. 734 Agriculture is the sole managing member of 734 Investors. Mr. Trafelet, who is a director of Alico, is a member and the sole manager of 734 Agriculture.

Shared Services Agreement

On January 1, 2017, Alico and TBCM entered into a shared services agreement with TBCM, under which TBCM provides shared office space and various administrative and support services to Alico. In 2018, the agreement was renewed through December 31, 2018. The annual cost of the office and services is approximately \$618,000.

Employment Agreement

On December 31, 2016, Alico entered into an employment agreement with Mr. Trafelet, as President and Chief Executive Officer of Alico. The Employment Agreement provides for an annual base salary of \$400,000

(subject to increase by the Board) and an initial stock option grant of 300,000 options providing for: (i) 25% of the options to vest if the price of Alico's common stock during a consecutive 20-trading day period exceeds \$60; (ii) 25% of the options to vest if such price exceeds \$75; (iii) 25% of the options to vest if such price exceeds \$90; and (iv) 25% of the options to vest if such price exceeds \$105. If the applicable stock price hurdles have not been achieved as of the conclusion of the applicable measurement period (as defined in the Employment Agreement), then any unvested options are subject to forfeiture. The Option Grants become vested to the extent that the applicable stock price hurdles are satisfied in connection with a change in control of Alico.

The Employment Agreement also provides for cash severance in an amount equal to 24 months of Mr. Trafelet's annual base salary, if Mr. Trafelet's employment is terminated by Alico without "cause" or Mr. Trafelet resigns with "good reason" (as each such term is defined in the Employment Agreement). The Employment Agreement includes various restrictive covenants in favor of Alico. The Employment Agreement of Mr. Trafelet is filed as Exhibit 10.2 to Alico's Current Report on Form 8-K filed with the SEC on January 4, 2017, and is incorporated herein by reference.

Indemnification Agreements

Alico has entered into Indemnification Agreements with each of its officers and Directors, including Mr. Trafelet (each, an "Indemnified Party"). Pursuant to the terms of the agreements, Alico agreed to indemnify each Indemnified Party to the fullest extent permitted by applicable law, against all expenses, judgments, and fines incurred in connection with any legal proceeding brought against an Indemnified Party by reason of the fact that he or she is or was an officer or Director of Alico or by reason of any action taken by him or her while acting on behalf of Alico. Alico also agreed to maintain directors' and officers' liability insurance policies at existing coverage levels for as long as an Indemnified Party continues to serve as an officer or Director of Alico and for a period of six years thereafter.

Nonqualified Option Agreements

Pursuant to a Nonqualified Option Agreement dated as of December 31, 2016, by and between Mr. Trafelet and the Company, issued under Alico's Stock Incentive Plan of 2015 (the "December 2016 Option Agreement"), on December 31, 2016, Mr. Trafelet was granted a stock option to purchase 300,000 shares of Common Stock of the Issuer at an exercise price of \$27.15 per share (the "December 2016 Options"). Pursuant to a Nonqualified Option Agreement dated as of September 7, 2018, by and between Mr. Trafelet and the Company, issued under Alico's Stock Incentive Plan of 2015 (the "September 2018 Option Agreement" and together with the December 2016 Option Agreement, the "Option Agreements"), on September 4, 2018, Mr. Trafelet was granted a stock option to purchase 210,000 shares of Common Stock of the Issuer at an exercise price of \$33.60 per share (the "September 2018 Options").

The December 2016 Options and the September 2018 Options vest (subject to terms of the Option Agreements as to the respective term of the option, continued employment and accelerated vesting) only if certain respective specified trading price thresholds for the Alico Common Stock are achieved over a consecutive 20-day trading period within the respective term of the option. The specific trading price thresholds, vesting schedules and other terms of the December 2016 Options and September 2018 Options are set forth in the Option Agreements filed as Exhibit 3 and Exhibit 4 to the 734 Schedule 13D, which are incorporated herein by reference.

Margin Loan with Rabo AgriFinance

On November 15, 2013, 734 Investors entered into a margin loan agreement with Rabo AgriFinance, Inc., as lender, which originally provided for a \$35 million revolving loan facility (the "Credit Agreement"). The margin loan is secured by all of 734 Investors' personal property, including the shares of Common Stock

acquired by 734 Investors in the Share Purchase. If 734 Investors defaults on its obligations under the margin loan agreement, the lender can declare all amounts outstanding under the margin loan agreement, with accrued interest, immediately due and payable, sell the pledged Common Stock or cause 734 Agriculture to declare a capital call on behalf of 734 Investors.

As disclosed in the 734 Schedule 13D, the Credit Agreement was subsequently amended through a series of amendments to reduce the overall commitment to \$20 million, change the interest rate to the one-month LIBOR rate plus 2.5%, and extend the maturity date to November 1, 2019, among other amendments. The description of the Credit Agreement and the margin loan thereunder is qualified in its entirety by reference to the Credit Agreement, as amended, filed as Exhibit E to the 734 Schedule 13D, and Exhibits 5, 6, 7, and 8 to Amendment No. 6 to the 734 Schedule 13D.

ACTION BY WRITTEN CONSENT

ACTION 1 – BYLAW RESTORATION

On November 11, 2018, the record holders of 56% of the outstanding shares of Alico Common Stock have signed and delivered to Alico the Action by Written Consent to take the following Actions:

Action 1: To repeal any provision of the Alico Bylaws in effect immediately prior to the time this Action becomes effective that was not included in the Bylaws that became effective on January 25, 2013, and were filed with the SEC on that same date.

The Proponents have taken the Bylaw Restoration Action to ensure that the Board has not effected any changes to the version of the Bylaws filed by Alico with the SEC on January 25, 2013. To the knowledge of the Proponents, there has been no amendment or modification of the Bylaws made after January 25, 2013.

If the Board has not made any changes to the Bylaws prior to the effectiveness of the shareholder action by written consent, the Bylaw Restoration Action will have no effect. However, if the incumbent Board makes or has made changes to the Bylaws, the Bylaw Restoration Action will restore the Alico Bylaws to the Bylaws effective January 25, 2013, without giving effect to any changes the incumbent Board may have adopted. The Bylaw Restoration Action will not preclude the reconstituted Board, following the effectiveness of the Actions, from reconsidering any repealed Bylaws.

ACTION 2 – REMOVAL OF DIRECTORS

Action 2: To remove, without cause, four members of Alico's Board, George R. Brokaw, Henry R. Slack, W. Andrew Krusen, Jr. and R. Greg Eisner, and any person elected or appointed to fill any vacancy on the Board or any newly-created directorships prior to the effective date of this Action (other than the persons elected by the Actions).

Section 607.0808 of the FBCA provides that the shareholders may remove one or more directors with or without cause unless the articles of incorporation provide that directors may be removed only for cause. Alico's articles of incorporation do not include such limitation on removal of directors. Alico's Bylaws provide that the shareholders, at any special meeting or through an action by written consent, may remove from office any director of Alico and may fill the vacancy caused by such removal.

ACTION 3 – VACANCY BYLAW AMENDMENT

Action 3: To amend Article V of the Bylaws as set forth in the Action by Written Consent to make it clear that the Board is not permitted to fill any vacancies on the Board resulting from a removal of directors by the shareholders, and that any such vacancies shall be filled only by the shareholders.

Section 607.0809 of the FBCA provides that whenever a vacancy occurs on a board of directors, it may be filled by the affirmative vote of a majority of the remaining directors or by the shareholders, unless the articles of incorporation provide otherwise. Alico's articles of incorporation do not include such limitation on the Board filling vacancies. Prior to the Actions, the Alico Bylaws provided that the shareholders, at any special meeting or in an action by written consent, may remove from office any director of Alico and may fill the vacancy caused by such removal. This Action 3 amends Article V of the Bylaws to make it clear that the Board is not permitted to fill any vacancies on the Board resulting from a removal of directors by the shareholders, and that any such vacancies shall be filled only by the shareholders.

ACTION 4 – AUTHORIZED DIRECTORS

Action 4: To amend Article V of the Bylaws as set forth in the Action by Written Consent to fix the number of directors serving on the Board at five.

Article V of the Bylaws provides that the number of directors may be increased or decreased from time to time by amendment of the Bylaws. Following the Removal Action and the Election Action, this Action will ensure that the five remaining directors constitute the entire board. Accordingly, the Authorized Director Action amends the Bylaws in order to fix the number of directors serving on the Board at five. The Proponents believe that a seven member board is too large for the size of Alico and that the Board should be fixed at five members.

ACTION 5 – ELECTION OF DIRECTORS

Action 5: Elect Joseph A. Schenk and John Gregorits as directors to fill the two vacancies on the Board resulting from the Removal Action.

The Board is currently composed of seven directors. In accordance with the Removal Action, George R. Brokaw, Henry R. Slack, W. Andrew Krusen, Jr. and R. Greg Eisner are being removed as members of the Board. In accordance with Action 4, the number of directors serving on the Alico Board was fixed at five. New Directors, Mr. Schenk and Mr. Gregorits, are being elected to fill the two vacancies on the Board resulting from the removal of directors pursuant to the Removal Action and the fixing of the number of authorized directors at five pursuant to the Authorized Director Action.

The biographies of each of the New Directors below contains information as of the date of this information statement regarding the person's skills, experience and qualifications that led to the conclusion that such person should serve as one of Alico's directors.

New Directors	Age	
Joseph A. Schenk	59	Alico Board Committees (proposed): <ul style="list-style-type: none">• Audit Committee• Compensation Committee• Nominating and Governance Committee

		<p>Other Public Company Boards:</p> <p><i>Current</i> Gain Capital Holdings, Inc.</p> <p><i>Former (Past Five Years)</i> Hudson Valley Holding Corp.</p> <p>Mr. Schenk currently serves as Senior Advisor for Westaim Corp., a Canadian investment firm. Prior to joining Westaim, from October 2012 to March 2016, Mr. Schenk worked with The Carlyle Group as Senior Advisor. Prior to that, from April 2009 to July 2012, Mr. Schenk served as Chief Executive Officer of First New York Securities, LLC, a multi strategy asset manager. From April 2008 to April 2009, Mr. Schenk served as Chief Executive Officer of Pali Capital, Inc., a boutique investment bank. From 1988 to 1995 and from 1997 to 2008, Mr. Schenk served as Chief Financial Officer at Jefferies Group, Inc., a multinational full-service investment bank. From 1995 to 1997, Mr. Schenk served as Chief Financial Officer of Tel-Save Holdings, Inc. (now Talk America Holdings, Inc.). Mr. Schenk is a certified public accountant (inactive) and received a BS in Accounting (Summa Cum Laude) from the University of Detroit.</p> <p>Mr. Schenk, the former Chief Financial Officer of Jefferies, has both financial expertise and financial markets experience, which make him well qualified to serve on the Alico Board.</p> <p>The business address of Mr. Schenk is c/o Westaim Group, 405 Lexington Ave., New York, NY 10174.</p>
John Gregorits	64	<p>Alico Board Committees (proposed):</p> <ul style="list-style-type: none"> • Audit Committee • Compensation Committee <p>Mr. Gregorits has recently retired from his position as head of the Specialized Funds Group at Prudential Real Estate Investors (PREI), the real estate investment management business of Prudential Financial. PREI has been investing on behalf of institutional clients since 1970 and has gross assets under management of over \$60 billion. Mr. Gregorits was responsible for PREI's higher-returning funds, totaling over \$10 billion in gross assets. He served on PREI's US Executive Committee and Investment Committee. Before joining PREI in October, 1998, Mr. Gregorits managed a variety of multi-billion dollar equity and debt portfolios on behalf of Prudential Financial's General Account, and has extensive experience in portfolio management, development, acquisitions, sales, leasing, and joint venture management. His 36 years of experience includes serving on a variety of industry associations as well as the Board of Directors of several privately held companies including Ridge Property Trust, Lillibridge Healthcare Trust, Bluespace, Redstone, Westport, Pacific Castle, Clarett, Colonnade, Fountainglen, Intergroup, CRIC, Keating, Black Mountain, CSG and Potomac. Mr. Gregorits holds a BA in Economics and Psychology from Duke University and an MA in Organizational Behavior from Fairleigh Dickinson.</p>

The New Directors will not receive any compensation from the Proponents or their affiliates for their services as directors of Alico. The New Directors will be entitled to such compensation from Alico as is consistent with Alico's practices for services of directors.

Each of the New Directors has agreed to being named as a new director and has confirmed his or her willingness to serve on the Board.

REASONS FOR TAKING THE ACTIONS

The aim of a smaller, reconstituted Board is to identify and execute on opportunities to improve operating performance of Alico and enhance shareholder value. The Proponents believe the Board was composed of capable, distinguished directors that served in good faith. A number of the directors, however, were designees of or otherwise affiliated with other shareholders of Alico, which complicated the Board's functioning as a cohesive board of directors. We have elected two new highly qualified directors, Mr. Schenk and Mr. Gregorits, with valuable and relevant business and financial experience who we believe will bring a fresh perspective to the Alico Board, and working together with the existing three directors, Messrs. Trafelet, Fishman and Sambuco, constitute a Board that from a size and composition perspective, is designed to manage effectively a company of the scale of Alico. The Proponents believe a smaller, reconstituted Board provides an effective governance framework for the Board to act decisively and efficiently to drive sustainable value creation at Alico.